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## **PREAMBLE**

In accordance with the provisions of Public Law 95-454-October 13, 1978, Title VII-Federal Service Labor-Management Relations (hereinafter referred to as Title VII) this agreement is made by and between the U.S. Army Engineer District, Pittsburgh, Pennsylvania, hereinafter referred to as the "Employer" and the American Federation of the Government Employees, Local #2187, hereinafter referred to as the "Union".

Wherever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

## **WITNESSETH**

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

**WHEREAS**, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title VII; to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest.

**WHEREAS**, the Employer and the Union agree to encourage effective and efficient work habits on the part of all employees covered in this agreement; as well as efficient and fair supervisory practices.

**WHEREAS**, the Union agrees to support the Employer in its desire to eliminate waste, combat absenteeism, conserve materials and supplies, complete jobs on time, maintain and continue to improve the quality of workmanship, encourage the submission of improvement and cost reduction ideas, prevent accidents, promote the development of goodwill between the employees and management, and to take positive steps to promote high morale within the unit.

**NOW THEREFORE**, the parties hereto agree as follows:

### **Article 1 - MANAGEMENT RIGHTS**

**Section 1.** Subject to Section 2 of this Article management officials retain their authority:

a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

b. in accordance with applicable laws

(1) to hire, assign, direct, layoff and retain employees in the agency, or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from

(a) among properly ranked and certified candidates for promotion;

or

(b) any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

**Section 2.** In an effort to foster a stronger partnership and to assure timely, cost effective, and fair decisions, the parties agree to share relevant information and meet routinely on topics that effect both labor and management, such as, but not limited to: outsourcing, reorganization and restructuring, budget and work methods and procedures. Prior to a final decision by Management, and to the fullest extent possible, Management shall solicit from the Union President, or his/her designee the Union's interests and ideas in an effort to reach a consensus on subjects appropriate for negotiation that are within the District Engineer's authority and all applicable laws, Executive Orders and Office of Personnel Management (OPM) regulations as implemented by the Department of the Army.

## **Article 2 - UNION RIGHTS AND RESPONSIBILITIES**

**Section 1.** The Agency hereby recognizes that the Union is the exclusive representative of all employees in the Unit, as defined in Section 2 below, and the Union recognizes the responsibility of representing the interests of all such employees with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in the Agreement.

**Section 2.** The Unit to which this Agreement shall apply is composed of all eligible employees in the U.S. Army Engineer District, Pittsburgh, Pennsylvania, both General Schedule (GS) and Wage Grade (WG) employees and includes permanent, seasonal, term, part-time and intermittent career and career-conditional employees. Temporary employees whether working full-time, part-time or intermittent schedules are excluded as are all professional employees and employees excluded by Section 7112 of Title VII.

**Section 3.** The Union is entitled to act for and to negotiate collective bargaining agreements covering all employees in the Unit except those elsewhere excluded herein, and shall be responsible for representing the interests of all such employees without discrimination and without regard to employee membership in the Union.

**Section 4.** The Union shall be given the opportunity to be represented at formal discussions between Management and employees, or employee representatives, concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit as set forth in Title VII.

**Section 5.** The Union shall be given the opportunity to be represented at the examination of any employee in the Unit by a representative of the Agency in connection with an investigation if:

- a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. the employee requests such representation.

The employee may postpone the examination for no more than two (2) working days if the representative of the employee's choice is not available when Management schedules the meeting.

**Section 6.** The parties are in full accord with Section 7120 of Title VII, "Standards of Conduct for Labor Organizations," and with any other properly promulgated regulation thereunder.

**Section 7.** The Agency shall provide the Union with adequate office space, approximately 150 sq. ft., in the William S. Moorhead Federal Building, for the purpose of conducting affairs dealing with administration of the bargaining agreement.

## **Section 8. Union Office Staffing.**

a. The Union President shall be permitted 8 hours of official time each day to staff the Union office 3 days per week. The elected Union President shall be scheduled on the first shift, Monday through Friday, in order to affect his/her staffing responsibilities (Unless the parties mutually agree otherwise). When Federal holidays fall on days when the Union President is scheduled to be on official time in the Union office, 8 hours of official time for staffing the Union office will be granted to the Union president on the next scheduled workday.

b. The Union shall be authorized a bank of official time, not to exceed 800 hours annually, for the purpose of staffing the Union office during the other 2 days each week. Requests to use official time from the bank of hours shall be approved unless management can demonstrate that due to work exigencies the representative cannot be released as requested. In those circumstances, the Employer shall indicate a specific justification in writing and specify the time and date when release could be accommodated. Bank hours may not be carried forward from 1 contract year to another.

c. The Secretary-Treasurer of the Union shall be afforded official time not to exceed 1 day per month, if requested, to assist the Union President in the District Office with the administration of the contract.

d. Requests for additional official time by the President or Secretary-Treasurer will be considered on a case-by-case basis and shall be made to the facility supervisor in accordance with Article 8, Use of Official Time by Officers and Stewards of the Union. If the additional requests for official time would entail the President or Secretary-Treasurer leaving their duty station, those requests will be made through the facility (immediate) supervisor to the Operations Manager (second level supervisor) or his/her designee.

e. Expenses incurred by Union representatives, including those of the Union President for parking and mileage associated with his/her staffing of the Union office in the District Office building, shall be paid by the Employer in accordance with Article 8, Use of Official Time by Officers and Stewards of the Union, Section 2c.

f. Unless otherwise determined by the Employer, while serving in the Union office, the President shall report to the Deputy District Engineer who shall approve leave and give general direction.

g. All official time usage, including District Office staffing by Union representatives, will be documented in accordance with Article 8, Use of Official Time by Officers and Stewards of the Union.

h. The President shall be returned to his/her previous position and location, and placed in his/her normal performance appraisal cycle at the end of his/her tenure staffing the Union office.

## **Article 3 - EMPLOYEE RIGHTS AND PRIVILEGES**

**Section 1.** Employees of the Pittsburgh Engineer District shall have, and shall be protected in the exercise of, the right, freely without fear of penalty or reprisal, to form, join and assist any employee organization (Union), or to refrain from such activity.

**Section 2.** An employee in the bargaining unit may be represented at any examination of the employee by a management official in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation. This employee's right does not apply to everyday work-related communications between supervisor and employee

**Section 3.** Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction, pursuant to the separate agreement for allotments for payment of dues entered into by the Union and Employer. Employees are permitted to cancel payroll deductions for union dues only once a year. Employees are required by 5 USC 7115(a) to remain on dues withholding for at least one year once they enroll. Cancellation of dues is accomplished the first full pay period following January 1st.

Requests to cancel payroll deduction for union dues (OPM Standard Form 1188) must be received in the Civilian Personnel Advisory Center (CPAC) between December 1 and December 15 for processing.

**Section 4.** Employees excluded from taking part in the management of an employee group (Union) by reason of conflict of interest, may be members of the American Federation of Government Employees.

**Section 5** Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the Employer through the employee's normal chain of command.

#### **Article 4 - PROCESS ACTION TEAMS**

**Section 1.** Union and Management recognize the savings and benefits that may be realized for the Pittsburgh District through the utilization of Process Action Teams. The parties agree that the union office staffer will be utilized to the maximum extent possible. In order to realize the maximum benefit, the parties agree that where the problem anticipated improvement impacts on bargaining unit employees, the procedures outlined in Section 2 will be used.

**Section 2.** Process Action Teams are characterized as falling into the following types:

Type 1. - Deals with cause > effect problems concerning one location. The Union Steward at that location will recommend an employee who shall be invited to become a member of the Process Action Team. If there is no steward at that location, the Union President will be contacted and asked to make a recommendation for the Process Action Team. Management may provide the Union an overview of the problem and suggest a bargaining unit member who would be an asset to the team.

Type 2. - Deals with a problem affecting several locations. The Quality Center will act as a clearinghouse with respect to the Process Action Team. The Union President will be asked to recommend an employee to serve on the team. The Quality Center may make a recommendation to the Union President based on the nature of the problem and what the make-up of the team should look like.

Type 3. - Deals with District-wide problems. The Quality Center will serve as a clearinghouse regarding subject matter and related aspects. The Quality Center will contact the Union President, explain the subject/process to be investigated, and describe the type of people needed to solve the problem. Union and Management will develop selection criteria (considering such things as location, logistics, expertise required and etc.). The review and selection of the Union representative shall be done in a partnering mode.

#### **Article 5 - PERSONNEL POLICIES**

**Section 1.** In the administration of all matters covered by this agreement, management and employees shall be governed by existing and future laws; and by existing regulations, policies and practices. Agency shall provide the Union the opportunity to, at the Union's discretion, and within twenty-one (21) calendar days from receipt (by certified mail or by signed hand receipt) of written notification, make comments or request negotiation on:

a. regulations or policies resulting from changes in applicable laws or regulations issued by the Agency (U.S. Department of the Army) or higher level authority (after the effective date of this agreement);  
or

b. changes in personnel policies, practices, etc., affecting working conditions deemed essential by Agency and differing from or not covered by this bargaining agreement.

**Section 2.** Subject to the provisions of Article 5, Section 1 above, the following procedures will govern negotiations:

a. New ground rules may be negotiated regarding the discussion of proposed major changes or additions in law, regulation, policy or etc., occurring during the life of this agreement. For other than major changes, the ground rules in effect for the negotiation of this agreement shall be utilized except that the sections concerning: Use of Official Time and Dates and Times of Meeting shall be renegotiated and the Negotiation Committee may be renegotiated. Negotiations will commence within thirty (30) calendar days after receipt by the Agency of written request by the Union. Negotiating teams shall be composed of an equal number of members which shall not exceed five (5) and not less than two (2).

b. There is no prohibition against developing informal procedures to handle discussion/negotiation of these matters at the election of the chief negotiators.

c. Employee members of the Union negotiation team shall be entitled to official time while negotiating.

d. Where the parties reach impasse, the Agency may not effect changes in otherwise negotiable personnel policies and practices and matters affecting working conditions without first providing the Union with notice of its intent to implement the changes (which changes cannot exceed the scope of the proposals advanced during prior negotiations by the Agency), so that the Union is afforded a reasonable opportunity, under the circumstances, to invoke the processes of the Federal Service Impasse Panel (FSIP). If the Panel's processes are not invoked within fifteen (15) calendar days of such notification, the Agency may effect those changes. However, once the Panel's processes are invoked within fifteen (15) calendar days of such notification, the parties must adhere to established personnel policies, practices and matters affecting working conditions, to the maximum extent possible, i.e., to the extent consistent with the necessary functioning of the District.

## **Article 6 - AMENDMENT OR MODIFICATION OF AGREEMENT**

**Section 1.** Either party may request renegotiation of this Agreement by notifying the other in writing that a conference is desired for that purpose. The notice shall state the nature of the revision desired and must be given not less than ninety (90) calendar days prior to the term of this Agreement. The conference shall be convened within thirty (30) calendar days of the date of receipt of such notice.

**Section 2.** There shall be no more than two (2) reopeners per contract year with a limit of two (2) issues per reopening by either side, except by mutual consent.

**Section 3.** Amendments or supplements to which the parties agree shall become effective upon approval by Department of Defense or on the thirty first (31st) day after signature by the District Engineer if approval or disapproval has not been made by Department of Defense and shall remain in full force and effect until the agreed upon expiration date.

## **Article 7 - COPY OF AGREEMENT**

**Section 1.** The Agency shall reproduce 250 copies of this agreement to be distributed to each manager and union steward. The remaining copies shall be furnished to the Union. Additional copies of this agreement can be accessed through the Pittsburgh District Intranet. Supplemental agreements entered into will be provided on the same basis. The cover of the newly negotiated agreement will be brightly colored and shall indicate the effective date of the agreement.

**Section 2.** Managers and stewards will receive joint training concerning the changes in and content of this agreement in a timely manner.

## **Article 8 - USE OF OFFICIAL TIME BY OFFICERS AND STEWARDS OF THE UNION**

**Section 1.** Stewards will be assigned to specific locations by the Union to insure that Stewards shall be readily accessible to employees. A list of names of Officers and Stewards will be given to the Employer by the Union in accordance with-Article 17, Section 3.

**Section 2.** After requesting and obtaining supervisory approval (CELRP Form 668), the officers and stewards of the Union shall be authorized official time which may, include leaving their work areas (facility), without charge to leave or loss of pay, to bring about the prompt disposition of grievances and complaints in the accomplishment of representational duties required to administer the provisions of this agreement. The mission of the District must remain the first priority for coordinating time away from the area/facility.

a. Official time shall be afforded to Union officers and stewards if they are otherwise in a duty status for:

(i) preparation and processing of grievances, complaints, or appeals concerning disciplinary adverse actions; and

(ii) resolution of unfair labor practice charges.

(iii) daily access to E-mail.

(iv) use of existing telephone facilities.

(v) other matters as appropriate.

b. Management shall give consideration to making schedule changes to facilitate the contract or to extending filing deadlines for grievances when extenuating circumstances beyond the Union's control prohibit the timely filing of such grievances. The Employer will attempt to schedule Union Officers and Stewards so as to permit their attendance at official Union Functions on non-duty time.

c. Management shall pay mileage and parking fees incurred while on official business provided that the Union official has received prior supervisory approval. Management shall pay per diem and/or overtime only in accordance with applicable laws and regulations, subject to prior supervisory approval, when the Union representative is on official time conducting representational duties that may not be otherwise efficiently conducted.

d. Official time will not be used to conduct internal union business.

**Section 3.** All Union officers and stewards must record official time spent in administering the Agreement or in other labor-management matters required by law and/or regulation on the Official Time Usage Report Form (CELRP Form 668) provided by Management. The Union shall specify in sufficient detail the purpose of telephone calls (but not to the extent that the right to privacy of the grievant is compromised) so as to permit Management to determine if the call was made in the administration of this agreement. These forms will be forwarded on a monthly basis through the supervisor directly to the CPAC (negative reports are required).

**Section 4.** Administrative leave not to exceed one hundred and twenty (120) hours in a twelve (12) month period will normally be granted for the purpose of receiving training relating to matters of mutual concern to the Employer and to the Union. If the Union demonstrates that more than one hundred and twenty (120) hours per year are necessary for training, management shall give serious consideration to granting additional administrative leave. Any time granted

for staffing of a Union office shall not be counted toward the one hundred and twenty (120) hour limitation. Requests for such absences will normally be made at least thirty (30) calendar days in advance and will include complete information as to the subject matter of the training. It is understood by both parties that work site requirements will be considered when requesting/approving official time for this type of training.

**Section 5.** Management agrees to furnish, where available, customary and routine services which are consistent with the best interest of the Agency to effectively conduct representational duties. The Union shall be provided upgrades in technology as are offered to other District office elements. Training in the use of that technology shall be offered as needed. Unsealed material may be submitted to management for faxing or mailing.

## **Article 9 - EMPLOYMENT WITH THE UNION**

Any employee elected or appointed to office in the Union, at the AFGE District 3 level or National Office, which requires a part or all of his/her time may be given leave without pay (LWOP) application and approval by the District Engineer. He/she shall not lose his/her seniority, established at the time of the absence, and shall accrue seniority subject to applicable laws and regulations. Leave without pay for the above purpose is limited to periods not in excess of one year, but may be renewed upon receipt of appropriate application by such employee and approval by the District Engineer.

## **Article 10 - DISCIPLINE**

**Section 1.** The Agency and the Union agree that the objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. The parties agree to the concept of progressive discipline as provided for in law and/or regulation.

**Section 2.** For the purposes of this article, the following definitions apply:

- a. Admonishments in the form of written or verbal counseling sessions, letters of warning or findings of liability as a result of a report of survey are not considered forms of discipline;
- b. Disciplinary actions are defined as letters of reprimand and suspensions of fourteen (14) calendar days or less;
- c. Adverse actions consist of removals, suspensions of more than fourteen (14) calendar days, reductions in pay or grade and furloughs of thirty (30) days or less except for furloughs of seasonal employees;
- d. For the purpose of this article, the definition of the word "day" means calendar day unless otherwise specified;

**Section 3.** Discipline will ordinarily be preceded by informal counseling/warning which may be verbal or written. Employee Assistant Program (EAP), counseling or other forms of assistance may be offered to correct the offensive behavior. Supervisors shall, to the extent possible, conduct discussions regarding employee problems in private.

**Section 4.** Reprimands are a formal disciplinary action designed to correct employee behavior. Reprimands will caution employees regarding the consequences of continued offensive behavior and will also specify the applicable avenues of redress. Reprimands are written notifications dealing with specific infraction(s) which are placed in the employee's Official Personnel Folder (OFF) and the disciplinary action file maintained in the Civilian Personnel Advisory Center (CPAC), for a period of one (1) to three (3) years. They may, however, be removed at any time by the issuing supervisor.

**Section 5.** An employee against whom a suspension for fourteen (14) days or less is prepared is entitled to:

- a. advance written notice (normally not less than fourteen (14) days) stating the specific reason(s) for the action;



b. reasonable time (normally seven (7) to ten (10) days, but in no case less than twenty-four (24) hours) to answer orally, in writing, or both; and to furnish, if desired, affidavits or other documentary evidence in support of the answer;

c. representation by the Union in formal discussions and in the processing of grievances resulting from such actions;

d. after considering the employee's response, the Agency will issue a written decision. If the decision is unfavorable to the employee, the decision may be grieved in accordance with Article 14.

e. Employees may file ONLY ONE of the following in connection with an action listed in this section:

(1) Grievances (files in accordance with Article 14);

(2) Equal Employment opportunity (EEO) complaint.

The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised his/her option at such a time as the employee timely initiates one of the actions listed above.

**Section 6.** Removal, Suspension for more than fourteen (14) days, Reduction-In-Grade, Reduction-In-Pay.

a. An employee against whom such an action is proposed is entitled to:

(1) thirty (30) days advance written notice (unless a shorter time is provided for by law or regulation), stating the specific reasons for the proposed action;

(2) reasonable time (normally fifteen (15) to twenty (20) days, unless a shorter time is provided for by law or regulation), to answer orally, in writing, or both, and to furnish, if desired, affidavits or other documentary evidence in support of the answer;

(3) representation by the Union in formal discussions and in the processing of grievances and/or appeals. The Union must represent all bargaining unit members, if so requested, in processing grievances, but is not required to represent non-union members in statutory appeals; i.e., forums or processes other than the negotiated grievance procedure.

(4) a written decision containing the specific reason(s) for the action, furnished as soon as practicable, including applicable appeal rights.

b. Employees may file only one of the following in connection with an action listed in this section:

(1) Grievances (filed in accordance with Article 14)

(2) Merit Systems Protection Board (MSPB) Appeal; or

(3) Equal Employment Opportunity (EEO) Complaint.

The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised his/her option at such a time as the employee timely initiates one of the actions listed above.

**Section 7.** Management/Union will give serious consideration to granting extensions to response time for good and sufficient reason.

**Section 8.** Actions based solely on unacceptable performance will be covered under Article 30.-

**Section 9.** Both parties recognize the importance of a workplace that is free from threats, violence, and controlled substances. Employees that violate policies and regulations concerning these issues will be subject to immediate action.

## **Article 11 - HOURS OF WORK**

### **Section 1. General Provisions.**

a. The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek shall be scheduled on five (5) days, Monday through Friday, except for those employees whose services are determined by the Agency to warrant other basic workweeks.

b. The basic workweek which consists of the scheduled days and scheduled hours (shift hours), within each scheduled day for each regular shift, are established by the Agency in accordance with applicable regulations. Changes in the basic workweek of a regularly established shift will be discussed in advance with the Union in accordance with 5 U.S.C. 6101, unless the mission of the Agency is seriously handicapped or cost would be substantially increased.

c. The basic non-overtime workday shall not exceed eight (8) work hours. Employees utilizing the alternate work schedules program will be paid overtime in accordance with applicable regulations. Alternate Work Schedules shall be implemented in accordance with CELRPR-690-1-9.

d. The occurrence of holidays shall not affect the designation of the basic workweek.

e. Breaks in working hours of more than one (1) hour may not be scheduled in any basic workday.

f. Pursuant to the provisions of AR-690-990-2, supervisors may grant 10-15 minute rest periods during the first half and the last half of each workday falling within the employee's regular tour of duty.

g. In the interest of safety and the proper care of tools and equipment, the Agency may permit a reasonable period for employees to return tools, clean up their work area and machinery as necessary and personal clean-up time prior to the end of their shift for these purposes.

h. It is agreed that employees seeking supplementary education or training will be given consideration in terms of shift changes to permit attendance.

### **Section 2. Lock and Dam Operators.**

a. Lock personnel assignments to scheduled shifts shall be posted thirty (30) days in advance of the beginning of the work period. The last week of the schedule will reflect the new rotation for the next work period. Prior to having employees select annual leave for the following year, the work schedule will be posted for the first period of that calendar year and will show the project rotation change for the remainder of the year. The bargaining unit representatives at those lock structures desiring to change the established rotation in scheduled shifts may request the establishment of local project partnering teams to review/develop various rotation options.

b. It is agreed that employees shall be permitted to exchange scheduled shifts providing the exchange is approved in advance by the supervisor.

c. An employee's scheduled shift, shall be changed if the need for the change is known prior to the administrative work week in which the change will occur. In such an event, it is understood that the Agency may give preference to the rescheduling of a first shift lock and dam employee. Second and third shift employees who are required to work on previously unscheduled days and/or shifts shall be returned to their original work schedules when the situation permits. Any approved changes in the work schedule shall be confirmed orally with the affected

employee(s), and the change will be posted in writing on the schedule. However, employees are responsible to check the work schedule routinely. Employees will leave the job only when properly relieved. Proper relief of a post will take place at the Lock Operator's work station as dictated by the Lock Cycle. At "Relief Time" there will be a verbal exchange by both Lock Operators to acknowledge the exchange of responsibility for their post. Relief will not occur more than 15 minutes before the posted end of shift. Personnel will not leave the work site until properly relieved and no earlier than the posted end of shift.

d. When changes must be made within the administrative work week, first shift lock and dam employee's schedule may be changed. Second and third shift employees who are required to work on previously unscheduled days and/or shifts shall be returned to their original work schedule when the situation permits and receive overtime pay for overtime hours worked during the affected administrative work week.

e. Prior to returning from sick or emergency leave, an employee must notify his/her facility in sufficient time to permit the fill-in and returning employee to be returned to their original work schedule as per CEORP Form 672.

f. A wage grade employee regularly assigned to a night shift shall continue to receive his/her regular night shift differential during a temporary assignment to a shift having a lower or no differential. When temporarily assigned to a shift having higher differential, the higher differential shall be paid.

g. Rotating shift employees shall be permitted the options of using annual leave, LWOP, or working a one ( 1 ) hour overlap into the 0800 to 1600 at the time of conversion to daylight savings time to maintain their eight (8) hour shift.

Employees must notify their Lockmaster in writing by the Friday preceding the change as to which option they wish to select.

It is agreed that the shift overlap will occur unless Management determines that manpower and/or workload requirements do not permit. Management will make a reasonable effort in accommodating such requests.

### **Section 3. Pittsburgh Engineer Warehouse & Repair Station (PEWARS).**

#### **Subsection 1. Repair Section Employees (Yard Employees).**

a. Any change in the 0730 - 1600 schedule of Repair Section employees shall be posted as far in advance as possible, unless unusual circumstances preclude advance notice.

b. When assigning Repair Section employees to supplement repair party employees at temporary duty sites, the following procedure will be utilized in each trade group; i.e., maintenance worker, welder, machinist, etc. Permanent full-time employees in the trade group will be assigned first utilizing a Service Computation Date (SCD) seniority roster. Secondly, permanent seasonal employees in the trade group will be assigned utilizing a SCD seniority roster, and temporary employees in the trade will be assigned last utilizing a SCD seniority roster. It is understood that senior employees in each tenure group will be rotated to the bottom of the roster upon being considered for the TDY assignment.

c. A wage grade employee regularly assigned to a night shift shall continue to receive this regular night shift differential during a temporary assignment to a shift having a lower or no differential. When temporarily assigned to a shift having a higher differential, the higher differential shall be paid.

#### **Subsection 2. Field Maintenance and Plant Section (Repair Party).**

a. Work schedules of repair party employees shall be posted five (5) days in advance, unless unusual circumstances preclude advance notice.

b. It is agreed that employees shall be permitted to exchange scheduled shifts providing the exchange is approved in advance by the supervisor.

c. Derrick Boat Operators will be assigned to dredging operations in a fair and equitable job by job basis.

d. Management will ensure, whenever possible, to utilize employees assigned to the repair party on TDY assignments before enlisting the aid of repair section employees. Management will assign personnel to unscheduled work based on the priority of present work assignments of personnel available.

e. A wage grade employee regularly assigned to a night shift shall continue to receive his/her regular night shift differential during a temporary assignment to a shift having a lower or no differential. When temporarily assigned to a shift having a higher differential, the higher differential shall be paid.

#### **Section 4. Lake Facilities Employees.**

a. Employees are subject to the provisions of Section 1 of this Article.

b. Any schedule changes affecting section employees will be made in advance of the administrative work week, unless unusual circumstances preclude advance notice.

**Section 5.** General Schedule Employees (GS). Video Display Terminal Operators (VDT) for the intent and purposes of this agreement, uninterrupted operations of VDT equipment is defined as continuous, extended periods of more than one (1) hour, the supervisor should give serious consideration to the assignment of non-VDT related duties for a brief period. Otherwise, under normal circumstances, the employee shall be granted a period of five (5) minutes to exercise his/her hands, eyes, head and shoulders; to stand and stretch; or to relax after each hour of uninterrupted operations. This break from VDT duties may also be satisfied by the normal rest period or lunch break.

#### **Section 6. Seasonal Employees.**

Seasonal employees will be provided their Request for Personnel Action (RPA), and Unemployment Insurance Claim Form (SF 8), prior to their furlough or unemployment.

### **Article 12 - OVERTIME**

**Section 1.** Overtime assignments shall be made as the need of the work requires and shall be distributed as fairly as possible to all employees. Overtime will be paid in no less than quarter hour increments. The Agency shall give as much advance notice as circumstances permit when assigning overtime work. All assignments and or requests of overtime work will be in compliance with applicable laws, regulations and mission requirements.

**Section 2.** Individual worksites may develop procedures to provide for equitable distribution of overtime. Procedures will be reviewed by appropriate staff elements prior to implementation. Such review is for the purpose of assuring compliance with law and regulation concerning overtime.

**Section 3.** When an employee has left the work site upon completion of his/her tour of duty and is then called back to work on the same day, he/she shall receive two (2) hours compensation at overtime rates. If the work time on the same day extends beyond two (2) hours, he/she will be compensated therefore at overtime rates for the total hours of work performed.

**Section 4.** The Agency shall consider all circumstances including the condition of employee's health and other personal problems when assigning overtime work to employees.

**Section 5.** Non-exempt GS employees covered by Title 5, Code of Federal Regulations (CFR), will be paid overtime as required by applicable law and/or regulation. However, these employees may request and be granted compensatory time. Such requests must be made in writing with the immediate supervisor prior to the timekeeper transmitting their

time. Wage grade employees must be paid for overtime hours or may be granted compensatory time with prior supervisory approval.

## **Article 13 - LEAVE**

### **Section 1. Annual Leave.**

**Subsection 1.** Annual leave shall be earned and used in accordance with all applicable laws and regulations. It is recognized the use of accrued annual leave is an absolute employee right but can be taken only with the approval of the immediate supervisor.

**Subsection 2.** Absences from duty of less than (1) hour and tardiness may be excused when the reasons are justifiable to the immediate supervisor.

### **Section 2. Scheduling Annual Leave.**

**Subsection 1.** The employer agrees to approve leave requests and to schedule annual leave as appropriate throughout the leave year to minimize the possibility of leave forfeiture. Annual leave for emergency reasons shall be approved on an individual case basis. A copy of the approved leave schedule shall be posted in a conspicuous place.

**Subsection 2.** Annual leave will be worked out and scheduled among bargaining unit employees in their specific shops, sections, and field installations. Requests for special leave will be considered on a case by case basis.

If conflicts arise in scheduling annual leave for Christmas and Deer Hunting Season, they will be resolved using a continuously rotating procedure. This procedure will operate as follows:

- a. Each supervisor will initially establish separate employee annual leave rosters for lock operators and shift leaders in service computation date (SCD) order (from the earliest to most recent SCD).
- b. These rosters will be used to resolve conflicts in favor of and at the option of the employee highest on the list.
- c. When an employee exercises his/her option to resolve the conflict, his/her name rotates in order to the bottom of the list for the following years selection.

**Subsection 3.** When the leave schedule has been approved, an employee shall not be permitted to change it when it affects the scheduled leave of another employee. The Employer should normally approve a change in an employee's scheduled leave when another employee's leave schedule is not affected, when workload or other job related circumstances permit.

**Subsection 4.** When, in an emergency or due to work load requirements, the Employer finds it necessary to deny leave as requested or to cancel previously approved leave, the reasons for such action will be explained to the affected employee. When an employee is called to work from annual leave, the Employer shall endeavor to reschedule the balance of such leave in accordance with the employee's stated preference if another employee's leave schedule is not adversely affected and the work load permits.

**Subsection 5.** In case of transfer of an employee from one supervisor to another, previously scheduled annual leave of such employee shall be considered for inclusion in the leave schedule.

Transfers and/or new employees will be inserted into the leave rosters for the following year by service computation date (SCD).

**Subsection 6.** The Employer will, if it is necessary to shut down operations affecting the employment of the Unit, follow the requirements of 5 CFR 610, as applicable.

**Subsection 7.** Any employee applying for leave which occurs on a religious holiday associated with the religious faith of the employee should normally be granted such leave, unless it causes an undue interruption to the work.

**Section 3.** Excused Absences.

**Subsection 1.** When it is necessary to administratively excuse employees, they shall be paid in accordance with applicable regulations.

**Section 4.** Leave Without Pay (LWOP).

**Subsection 1.** Employees may be granted leave without pay in accordance with applicable laws and regulations.

**Subsection 2.** The Employer will normally grant leave without pay to employees selected by the Union to attend Union Conventions and Conferences.

**Subsection 3.** An employee on authorized leave without pay shall retain benefits and rights provided by applicable laws and regulations.

**Section 5.** Sick Leave.

**Subsection 1.** Employees have the right to use sick leave to make appointments for medical, dental, surgical, and optical examinations and treatment for themselves and their family members as described in CELRDP Pamphlet No. 690-1-10, 24 March 1998, Civilian Personnel Sick Leave and Other Leave for Medical & Family Concerns. Absence for such purpose shall be requested and approved at least twenty-four (24) hours in advance. Prior arrangements for such purposes shall not be required in cases of sudden illness and under emergency conditions.

**Subsection 2.** Employees shall not be required to furnish a medical certificate or other acceptable certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three (3) consecutive work days, except in individual cases if there is reason to believe the employee is abusing sick leave rights. In the event the explanation is not acceptable due to the apparent pattern or other abuse indicator, management shall advise the employee in a documented counseling session or may take appropriate means of discipline. At this time, he/she will be notified of future medical certificate requirements.

**Subsection 3.** All cases requiring medical certification under Subsection 2 for each absence because of illness shall be reviewed by management and the affected employee prior to the expiration of six (6) months from the date of imposition of the requirement. Based on this review management will make a final determination whether to eliminate the requirement which may be grieved if the employee is not in agreement. The employee shall consider the requirement to verify leave usage lifted if the employee does not receive written notice to the contrary at the expiration of the six (6) month period.

**Subsection 4.** An employee requesting sick leave from his/her immediate supervisor or designee shall be carried in a sick leave status unless that employee is currently under the requirements of an abuse of sick leave letter. In such cases, the employee may be charged with being AWOL until his absence is acceptably explained.

**Subsection 5.** Periods of absence on sick leave in excess of three (3) consecutive work days must ordinarily be supported by a medical certificate to be filed upon return to duty. In lieu of a medical certificate, the employee's signed statement explaining the nature of his/her illness will ordinarily be accepted, when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, because the

illness does not require the services of a physician or other extenuating circumstances considered valid by the approving official.

**Subsection 6.** Employees who become aware of medical information concerning other employees should take particular care to keep such information confidential.

**Subsection 7.** Sick leave may be advanced to an employee, upon the individual's written request, not to exceed thirty (30) days at any time. Advances are subject to the employee using all available sick leave and all available annual leave in excess of the amount he/she may retain without forfeiture at the end of the leave year.

**Subsection 8.** Employees working in areas covered by single shift operations or areas not requiring relief shall request sick or emergency leave not later than two (2) hours after the start of the shift. Employees working in areas covered by operations of more than one shift requiring relief shall call the facility prior to the start of the shift, or when not possible, no later than two (2) hours after the start of the shift. It is recognized that all returns to shifts shall be in accordance with Article 11, Section 2e, it is understood that employees will not leave the work site until properly relieved.

**Subsection 9.** Full time employees may be granted from forty (40) to one hundred and four (104) hours of sick leave (dependent upon their individual leave balance) during any leave year for family care or bereavement in accordance with Family Friendly Leave, CELRDP Pamphlet No. 690-1-10, 24 March 1998.

**Subsection 10.** Family and Medical Leave Act (FMLA) allows eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave to: (1) care for employee's child after birth, or placement for adoption or foster care; (2) care for the employee's son, daughter, or parent who has a serious health condition; or (3) for a serious health condition that makes the employee unable to perform his/her job. Further details are provided in CELRDP Pamphlet No. 690-1-10, dated 24 March 1998.

**Subsection 11.** It is understood that in accordance with this Agreement and Title VII of the Civil Rights Act of 1964, as amended, employees who are unable to work because of pregnancy, child birth or related medical conditions may be granted sick, annual or other leave as appropriate. In maternal cases, the employee may choose how and in what order such absence will be recorded, in accordance with FMLA. If a pregnant employee requests modification of duties or a temporary reassignment and presents medical evidence acceptable to the Employer of the necessity therefore, the Employer shall make a reasonable effort to accommodate her request.

## **Article 14 - RESOLUTION OF GRIEVANCES AND DISPUTES**

**Section 1.** The Employer and the Union recognize the importance of settling disputes, disagreements and misunderstandings promptly, fairly and in a manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

**Section 2.** For the purposes of this Article, a grievance is defined as any complaint:

a. by an employee(s) and/or the Union concerning any matter relating to the employment of the employee(s) (except those specifically excluded).

b. by an employee, the Union or the Employer concerning,

(1) the effect or interpretation, or claim of breach of this collective bargaining agreement; or

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 3.** The following matters are specifically excluded from coverage under this article:

- a. Any claimed violation of Subchapter III, Chapter 73, Title 5, United States Code;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532, Title 5, United States Code;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction of grade or;
- f. Separation of any employee during the probationary period;
- g. Nonselection from a group of properly ranked and rated candidates for promotion;
- h. Nonadoption of suggestions or disapproval of honorary or discretionary awards;
- i. Termination of a temporary promotion;
- j. Individual employee complaints for which no form of personal relief to the employee is sought;
- k. Complaints pertaining to matters excluded from management's obligation to consult or confer with the Union.

**Section 4.** Grievances/appeals concerning the following actions may be filed under either the Statutory Procedures(s) or this negotiated procedure, but not both, in accordance with Section 7121, Title 5, United States Code:

- a. Action based upon unsatisfactory performance (5 U.S.C. Section 4303);
- b. Adverse actions (5 U.S.C. Section 7512);
- c. Discrimination (5 U.S.C. Section 2302 (b)(1)).
- d. If you feel you have been discriminated against for marital status or political affiliation.

An employee shall be deemed to have exercised his/her option under this section when he or she timely initiates an action under the applicable statutory procedure or he/she files a timely grievance in writing under the negotiated grievance procedure, whichever occurs first. Equal Employment Opportunity (EEO) related grievances shall be considered timely if:

- (1) the grievance is filed in writing within fourteen (14) days after the employee receives their letter of Aggrieved Person's Rights and Responsibilities giving the avenues of redress for the complaint; or
- (2) the grievance is filed in accordance with Section 6 of this article, whichever period is longer.

Nothing in this agreement shall constitute a waiver of any further appeal or review rights under any statute.

**Section 5.** A grievance may be presented by an employee(s) without the approval of or representation by the Union.



However, when an employee presents his/her own grievance, the Union shall be given the opportunity to be represented at all formal discussions between the employee and Management and to be present at the adjustment of the grievance. Moreover, the adjustment may not be inconsistent with the terms of this agreement.

**Section 6.** Grievances under this agreement will be processed in the following manner and employees may be represented by a Union representative or a representative approved in writing by the Union, in the presentation of a grievance provided such representation does not require payment of overtime to any employee. Where so represented, the aggrieved employee may request his/her representative to act as spokesperson.

**Step 1.** Grievances shall be filed in writing with the lowest level supervisor with the authority to resolve the grievance within twenty-one (21) calendar days after the occurrence. All grievances concerning disciplinary actions shall be filed with the deciding official. The supervisor will give his/her decision in writing within fourteen (14) calendar days.

**Step 2.** If the employee is not satisfied with the decision of the supervisor, he/she may appeal to the Division/Office Chief. This appeal must be in writing and submitted within fourteen (14) calendar days after receipt of the supervisor's decision. The matter will be reviewed at such level and after consultation between the supervisor and/or his/her representative, a written decision shall be furnished to the employee within fourteen (14) calendar days after receipt of the grievance.

**Step 3.** If satisfactory agreement is not reached at one of the preceding steps, the grievance will be referred in writing within fourteen (14) calendar days from the receipt of the decision at Step 2, to the District Engineer or designee by the Union or by the employee(s) presenting his/her own grievance for a written decision within twenty-eight (28) calendar days from the date the District Engineer or designee receives the grievance.

The District Engineer or designee will delay making decisions on issues beyond his/her administrative discretion, until a ruling/explanation can be received from the authority promulgating the policy/regulation under which the grievance is being raised. If, however, the District Engineer or designee has not received an answer prior to the expiration of twenty-eight (28) days, an extension may be granted by the Union President for an additional thirty (30) calendar days. The request for extension shall be made in writing to the Union President three (3) working days prior to the twenty-eighth (28th) day.

**Step 4.** If a satisfactory agreement is not reached, the Union, as the representative of the employee, may submit a request for binding arbitration in accordance with Article 15 of this agreement.

**Section 7.** Extensions may be mutually agreed upon to provide for unusual cases. Grievances shall be considered to be timely filed and/or answered if received by mail with a postmark indicating mailing on or before the due date. If a grievance is not answered in a timely manner, the grievant or Union may elevate the grievance to the next step. Grievances or disputes resulting from continuing conditions may be presented at any time.

**Section 8.** Alternate Dispute Resolution (Ombudsman). As a means of settling disputes, grievances, issues and /or complaints ADR will be available to employees. In accordance with the Districts Alternate Dispute Resolution Process (ombudsman), employees may choose the ADR system to settle issues before taking them to the formal stage.

- a. Settlements made in the ADR process will not become precedent setting.
- b. All settlements impacting the bargaining unit employees shall be passed through the Local Union Office for review in accordance with applicable rules and regulations.
- c. Any changes to the ADR regulation shall be negotiated with Local #2187 before implementation.
- d. Employees electing ADR shall sign an agreement to do so, and shall be provided a copy of said agreement.

e. Non-resolution of an employee complaint in the ADR process shall be documented and a copy provided to the employee

## **Article 15 - ARBITRATION**

**Section 1.** Arbitration shall be available under this agreement only with respect to a grievance or dispute within the scope of the negotiated procedure which is not settled to the satisfaction of either party at the final stage of the grievance/dispute procedure set forth in Article 14 of this agreement. Arbitration may be invoked only by the Employer or the Union.

**Section 2.** If either party desires to submit such grievance or dispute to arbitration it shall, within thirty (30) calendar days after receipt of the final decision, notify the other party in writing of such desire and set forth in such notice a statement of the issues it wishes to present to arbitration and the remedy sought.

**Section 3.** Within seven (7) calendar days after receipt of such notice the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after the receipt of such list to agree upon one of the listed arbitrators. If the parties cannot mutually agree on one of the listed arbitrators, the parties will alternately strike one name from the list until one name remains. A coin flip will determine who will strike names first. The remaining named person shall be the duly selected arbitrator.

**Section 4.** The arbitrator's fees and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. Fees to be paid by the Employer shall be governed by existing regulations. The arbitration hearing shall be conducted, if possible, on the Employer's premises during the regular day shift hours of the basic work week. All participants in the hearing shall be in a duty status.

**Section 5.** The arbitrator will be requested to render his/her decision as quickly as possible.

**Section 6.** The arbitration award shall be binding on the parties. Either party may file exceptions to the award with the Federal Labor Relations Authority (FLRA) pursuant to applicable regulations.

**Section 7.** Questions as to the grievability/arbitrability of any grievance submitted to arbitration pursuant to this agreement shall be presented as issues for the arbitrator's determination subject to such review as may be provided by competent authority in accordance with applicable law or regulation.

## **Article 16 - MAINTENANCE OF STANDARDS**

Nothing in this Agreement is to alter or supersede existing employee-management practices and relations within the U.S. Army Engineer District, Pittsburgh, except as specifically provided herein.

## **Article 17 - MEMBERSHIP RECRUITMENT ACTIVITY**

**Section 1.** The Union may conduct membership recruiting activity on Agency premises during off-duty work hours, subject to advance Agency approval and in accordance with all applicable laws and/or regulations.

**Section 2.** During orientation of those employees who would become part of the bargaining unit, (Bargaining Unit Status Code 4460), the Agency agrees to schedule the Union as part of the program so that they may present to new bargaining unit employees, the history, structure, role, and miscellaneous benefits offered by the Union without restrictive time constraints. The Union understands that no membership solicitation or other internal union business can be conducted during the orientation. The Union representative conducting the orientation will be on official time.

**Section 3.** Listings showing the location and telephone numbers of all Officers and Stewards of the Union shall be posted on the installation bulletin boards by the Union. Listings shall be dated, and at a minimum, updated every six (6) months.

**Section 4.** Adequate space (i.e. a minimum of four (4) spaces for the posting of 8 x 11 " size sheets ) shall be available on official installation bulletin boards for the Union for posting of official Union material. In general, this provision contemplates the posting of such routine Union material such as the listing of Union Officers and Stewards and notices of Union meetings, elections and election results, appointments and social activities.

## **Article 18 - TOOLS AND EQUIPMENT**

**Section 1.** The Employer will assure access to available tools, equipment and technology necessary for the performance of associated duties. The Union agrees to assist the Employer in efforts to reduce costs by encouraging employees to observe proper procedures for the care and maintenance of tools and equipment. Adequate transportation will be provided for employees use at the work sites, as presently maintained.

**Section 2.** The Employer shall provide adequate locker facilities for all field employees consistent with space and procurement limitations.

## **Article 19 - HEALTH AND SAFETY**

### **Section 1. General**

a. The Pittsburgh District and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries and health hazards in all areas under the employer's control and all other applicable work sites.

b. The District shall, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. Safe and healthful working conditions shall be determined by the application of Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1), in accordance with Section 19 of the Occupational Safety and Health Act of 1970, Executive Order 12196, District violence in the workplace policies, the District's Project Physical Security Plans, and all other appropriate OSHA Rules and regulations.

c. All Agency management and nonmanagement employees shall comply with Agency policies and directives relative to the safety and health program and to use personal protective equipment and safety equipment provided by the Agency.

### **Section 2. Duty of Employees and Supervisors.**

a. Management has an obligation to ensure that a positive safety environment exists and further guarantees all employees with the right to officially report without fear of retaliation, unsafe or unhealthful working conditions, acts, or equipment and to participate in agency occupational safety and health programs. An Activity Hazard Analysis (AHA) shall be written or reviewed prior to undertaking of other than routine tasks by the employees and approved by the supervisor.

b. Employees shall be alert to possible safety hazards at their work locations and shall correct or secure such hazards if possible. All such hazards shall be brought to the attention of the person in charge. If the hazard cannot be corrected or secured the person in charge shall do the following;

(1) An Activity Hazard Analysis (AHA) shall be developed/or modified and forwarded on to the following shifts by the person in charge.

(2) If a conflict over a safety hazard or issue arises the union steward or his/her designee shall be asked to intervene to ensure that the matter is corrected with the help of the person in charge. If a conflict still exists over the hazard.

(3) If the first line supervisor cannot settle the issue he/she shall immediately contact the second line supervisor for assistance. If within reasonable time from notification the issue or hazard is not corrected or settled, the Steward may refer the situation to the District Safety Officer through union channels.

### **Section 3. Safety and Health Representatives.**

a. The Union steward shall be the safety representative at each field location and the floating plant. The Facility Safety representative or his/her designated alternate shall be given the opportunity to accompany the District Safety Officer on all scheduled safety inspections. One of these designees shall be present at Facility accident investigations.

b. Each designated onsite Facility safety representative shall receive appropriate health and safety training.

### **Section 4. Safety Committee.**

a. It is the mutual understanding of the parties that the role and responsibilities of the Safety Committee are:

(1) Opportunity to comment on and/or develop District-wide safety programs and policies;

(2) Identify program needs;

(3) Analyze safety data in the form of summaries for trends and report results in the District's established information distribution system;

(4) Evaluate implementation of policies and programs.

b. The Employer and the Union shall each name three (3) members. The position of chairperson shall alternate on an annual basis between the Employer and the Union. Committee members shall normally serve for a maximum period of (3) years. A committee member may be replaced prior to the expiration of the (3) year term. Safety Committee meetings shall be held on a quarterly basis or as needed as decided by committee members.

c. Safety Committee members shall be notified in advance of all District Safety Committee Meetings. Issues to be raised shall be submitted to the chairperson at least two (2) weeks prior to the meeting. The agenda shall be distributed one (1) week in advance of the meeting. A status report on the committee activities shall be available in an e-mail folder within two (2) weeks after the quarterly meeting.

d. All Safety Committee Members shall receive both introductory and specialized courses and materials that will enable such groups to function appropriately in ensuring safe and healthful working conditions and practices in the workplace.

### **Section 5. Inspections.**

a. Executive Order 12196 requires that Agency inspections be conducted within twenty-four (24) hours for employee reports of imminent danger conditions, within three (3) working days for potentially serious conditions and within twenty (20) working days for other than serious safety and health conditions. However, an inspection may not be necessary if, through normal management action and with prompt notification to employees and safety and health committees, the hazardous condition(s) identified can be abated immediately.

b. An employee submitting a report of unsafe or unhealthful conditions shall be notified in writing within fifteen (15) days if the official receiving the report determines there are not reasonable grounds to believe such a hazard exists and does not plan to make an inspection based on such report. A copy of each such notification shall be provided by the Agency to the appropriate certified safety and health committee, where established under Executive Order 12196.

- c. The Union office shall be provided a copy of all annual occupational safety and health inspection reports.

#### **Section 6. Abatement of Unsafe and Unhealthy Working Conditions.**

- a. The employer shall ensure the prompt abatement of unsafe or unhealthy working conditions.
- b. An abatement plan shall be prepared if the abatement of an unsafe or unhealthy working condition shall not be possible within thirty (30) calendar days.
- c. Such plan shall contain an explanation of the circumstances of the delay in abatement, a proposed timetable for the abatement, and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working condition.

#### **Section 7. Protective Equipment.**

- a. The Union and Management both recognize the necessity of a safe work environment and that employees have a responsibility for use of protective equipment to achieve this goal.
- b. The following protective equipment: respirators, hard hats, life vests, safety goggles, prescription safety glasses, welder's gloves, work gloves, glove liners, rubber gloves, foul weather gear, hard toed boots or hard toed shoes, pull over rubber boots, and winter or summer coveralls as appropriate shall be furnished by the employer. The above protective equipment or such other protective equipment furnished by the Employer shall be utilized by the employees as job safety or conditions in the judgment of the Employer require. The replacement of protective equipment shall be accomplished as soon as necessary. Safety footwear may be purchased from any vendor who accepts a government credit card providing the footwear meets the ANSI standards.
- c. The Employer and the Union recognize that industrial eye protection is of great importance and the parties shall cooperate in guarding against accidents in this field. The Employer shall provide at his/her own expense protective or corrective-protection eyewear to those employees whose duties are in eye-hazardous operations or areas. Prescriptions for such glasses shall be provided by the employee.
- d. It is recognized by the Employer and the Union that safety glasses provide a measure of protection for work in eye-hazardous areas but are insufficient protection for eye hazardous operations. The Employer shall require the use of the additional protection of cover goggles or face shields in such operations as, but not limited to grinding, burning, chipping, drilling and concrete breaking.
- e. It is acknowledged by Union and Management that proper training for the safe operation of machinery, equipment and vehicles is essential and shall be in compliance with EM-385-1-1 and ER-385-1-91. The cost of such training shall be borne by the Employer.

#### **Article 20 - WAGE SURVEYS**

The Union shall be notified by the Employer promptly upon release or availability of an official announcement relating to the tentative or actual start date of any type wage survey that involves employees in the Unit.

#### **Article 21 - TRAVEL AND PER DIEM**

**Section 1.** All bargaining unit employees of Local 2187, shall be paid per diem at an equal rate and on an equal basis, without regard as to grade, title or organizational element within which they are employed.

**Section 2.** Travel orders will be issued before performance of travel unless urgent or unusual situations prevent it. Travel advances will be issued to travelers who do not have a government sponsored travel card. If a traveler has an outstanding travel debt or payroll deduction for that debt an advance will not be given until the debt is fully satisfied.

**Section 3.** The parties understand that in order for employees to be entitled to per diem when traveling outside the permanent duty station area the employee must be in a travel status for more than twelve (12) hours (portal to portal). To provide guidance in determining reasonable amounts of travel time by vehicle the following criteria is provided:

- a. One (1) hour travel time, equates to thirty (30) miles travel distance.
- b. One and a half (1 1/2) hours travel time, equates to fifty-five (55) miles travel distance.
- c. Two (2) hours travel time, equates to seventy (70) miles travel distance.
- d. When travel time equals (1 1/2) hours, thirty (30) minutes will be allotted for meals.
- e. To meet the 12 hour rule, an employee must travel in excess of (1 1/2) hours each way (for an eight hour work day).
- f. Exceptions will be considered on a case by case basis and documented on the travel voucher in the remarks section.

**Section 4.** The parties agree that timely reimbursement for travel is necessary for the maintenance of morale. To assure this occurs, employees are encouraged to submit travel vouchers in a timely manner. Management agrees to review, approve and forward correctly prepared vouchers to the Servicing Finance Center, normally within five (5) workdays after receipt. If an employee has not received reimbursement after twelve (12) workdays from the date his/her voucher was forwarded to the Servicing Finance Center the employee may contact his/her supervisor or steward who will request follow-up.

## **Article 22 - REDUCTION IN FORCE**

**Section 1.** Reductions in Force (RIF) will be conducted in accordance with regulations in force at the time the RIF is conducted.

**Section 2.** Prior to announcing the RIF the Employer will inform the Union officially at the earliest possible date by letter to the President and Vice-President of its decision that a RIF is necessary and provide the Union the opportunity to discuss the reasons and options concerning the RIF.

**Section 3.** When it has been determined that a RIF is necessary, the Employer will publish an information bulletin to inform employees of RIF procedures and the rights of employees affected by the RIF.

**Section 4.** After the date a RIF is announced the Employer will inform employees who are eligible for retirement of the opportunity to retire and of their individual benefits if they so desire.

**Section 5.** The Employer shall rehire career or career-conditional employees who have been separated by RIF for positions for which they are eligible, to the extent that all governing regulations permit or require. To assign an employee to a vacancy or by bump or retreat, the Pittsburgh District may waive OPM's qualifications standards and requirements for the position, except for a minimum education requirement as permitted by regulation in force at the time of the RIF. To invoke this waiver provision, the District must determine that the employee has the capacity, adaptability, and special skills needed to satisfactorily perform the duties and responsibilities of the position. The District may not use this waiver to assign an employee to a position with a higher representative rate than the rate of the current position held.

**Section 6.** When an employee receives a RIF notice, he/she shall be permitted to view the retention list upon which his name appears and the records which serve as a basis for the foregoing registers. An employee so affected shall have the right to the assistance of the Union when checking such lists or records.

**Section 7.** When management recognizes that new technology for District operations has a distinct possibility of eliminating District bargaining unit jobs, the Union will be notified before implementation.

**Section 8.** It is recognized that furloughs may be considered as an option to a RIF situation.

## **Article 23 - MERIT PROMOTION AND PLACEMENT**

**Section 1.** Opportunities for promotion and placement will be provided through the Merit Promotion and Placement Program.

**Section 2.** It is the responsibility of the employee to submit a resume in the automated system to be considered for any or all positions through the self-nominating process. A resume may be submitted at any time; however, a new submission replaces the resume currently in the system. Only one resume can be in the system at any one time. Employees that have no resume in the automated system and wish to be considered for a position must submit an acceptable resume, in the automated system, prior to the closing date of the announcement. Employees are encouraged to provide as much information as possible including past work experiences, knowledge, skills and abilities for the position. Failure to have a thorough, detailed resume may result in non-qualification. Employees shall be provided duty time to create or update their resume after requesting and receiving permission from their supervisor. Questions concerning this process may be directed to the Pittsburgh District Civilian Personnel Advisory Center CPAC) or the Union. Any assistance, in the actual submission of a resume, shall be provided to all bargaining unit employees by the Union.

**Section 3.** Employees who are absent for a legitimate reason, i.e. on detail, on leave, at training, or in military service will receive appropriate consideration for promotion through their supervisor's submission of applications for vacancies announced during their absences. Employees must notify their supervisors in advance, in writing, of the vacancies and locations they wish to be considered for.

**Section 4.** Upon written request to the CPAC from the candidate, after the closing date of the announcement, the CPAC may release information, which will be in compliance with both the Privacy, and Freedom of Information Acts. A candidate may ordinarily be permitted to view, in the Civilian Personnel Advisory Center (CPAC), the Knowledge, Skills, and Abilities, (KSA's), crediting plans, and/or rating and ranking methods used as a basis for selection of candidates for bargaining unit positions.

**Section 5.** Vacancy announcements are transmitted electronically from the CPOC to the CPAC and displayed on the District's public folders e-mail system. All field sites must post vacancy announcements on their official bulletin boards. Announcements must contain title, series, grade and a brief description of duties; organizational and geographic location of positions, qualifications required, including unusual physical requirements; any special requirements of the position, selective placement factors, and a statement to the effect that the position has promotion potential and to what grade level. Vacancy announcements will remain open for a minimum of fourteen (14) days. Self-nominations received after the closing date will not be considered unless the employee previously made arrangements with the supervisor as described in Section 3. After the referral is issued and a selection is made, management will provide in writing, letters to the applicants referred concerning selection/non selection. Management will provide reasons for non selection, in writing, to non-selected employees upon their request. Disagreements with the reasons for non-selection shall be addressed to the selecting official.

**Section 6.** Consistent with good management practice, the selecting official may interview all or none of the referred candidates. Depending on the number of referred applicants management may choose to develop a short list and conduct interviews for all applicants on the short list. All employees will be in a duty status during the interview process.

## **Article 24 - EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** The Employer and the Union agree to cooperate in providing equal opportunity in Federal employment for all persons, to prohibit discrimination in employment because of age, race, color, religion, sex, national origin, disability or reprisal, and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

**Section 2.** The Employer has established and will continue to utilize the District's Equal Employment Opportunity Office and EEO committees in furtherance of the Agency's equal employment opportunity policies in addition to such staffing as shall be required by the Agency pursuant to such policies.

**Section 3.** The Employer agrees to furnish to the Union, on request, statistical information with respect to employment by reference to minority group and gender, to the extent permitted by law or regulation.

**Section 4.** The Employer understands that resolution of EEO complaints may impact upon the bargaining unit and the Union's exclusive right to bargain over changes which impact the bargaining unit. The union shall be provided with notice and opportunity to attend any related discussions with bargaining unit employees as required by applicable laws, rules and regulations.

**Section 5.** Both parties recognize the importance of resolving disputes within the workplace at lowest level with the utmost discretion. In order to enhance the possibility of settlement, the Union and the Agency recognize the sensitive nature of all settlements and agree to hold any and all settlement negotiations strictly confidential.

## **Article 25 - REVIEW OF JOB DESCRIPTIONS AND POSITION CLASSIFICATION**

**Section 1.** Each position covered by this agreement must have a job description that meets the Department of Army standards of adequacy i.e. the principal duties, and supervisory relationships of the position are clearly and definitively described to provide information necessary to properly classify the position as to title, series, and grade.

a. All job descriptions for the District are located on the North Central Civilian Operations Center internet site. Copies of job descriptions are provided to employees through their supervisory chain.

b. Employee's who disagree with the classification of their official position should first attempt to discuss their concerns with their supervisor. If the employee is not satisfied with the immediate supervisor explanation, he/she may go through the chain of command to the second level (or above) manager who is delegated classification authority in their organization. Civilian Personnel Advisory Center (CPAC) staff are available to provide advice and guidance to both employees and managers concerning classification issues.

c. An employee may appeal the classification of their position at any time. General Schedule (GS) employees may appeal through the Department of Defense (DoD) appeal process or file directly to the Office of Personnel Management (OPM). Federal Wage System (FWS) employees must file directly through DoD channels and upon receipt of a DoD decision, may continue to appeal through OPM.

**Section 2.** An employee or his/her designated representative may request from the CPAC the appeal procedures and any related pertinent information to the appeal process. The CPAC is responsible for ensuring the appeal package is complete and that employees, supervisors and managers understand their role in the appeal process.

## **Article 26 - EXAMINATION OF PERSONNEL FILES**

**Section 1.** An employee shall have the right to examine his/her own Official Personnel Folder (OPF). All requests to examine OPF's must be coordinated through the CPAC. Each employee shall be entitled to reasonable administrative leave to examine his/her personnel folder.



**Section 2.** It is the employee's responsibility to ensure his/her OPF is up-to-date and accurate.

**Section 3.** Supervisors normally maintain files on employees containing items pertinent to their performance, training, conduct, etc. An employee may review the file maintained on him/her and may request copies of material not routinely furnished to them. Supervisors shall keep these files confidential.

#### **Article 27 - MEDIATION OF NEGOTIATION IMPASSES**

When an impasse occurs during the course of negotiation of either amendments to this agreement or of a new labor management agreement between the parties hereto, the parties shall have a period of time, not to exceed fifteen (15) calendar days from the date such impasse is declared by either party for the purpose of giving the parties the opportunity to offer and discuss a counter proposal or counter proposals in the interest of resolving such impasse. If at the expiration of said period, the parties have been unable to resolve the impasse, they shall proceed as follows:

a. After the above fifteen (15) day period has expired, each party is encouraged to cooperate in making a joint statement setting forth the area or areas of dispute. The statement will be signed by the chief negotiator of each party. In addition, each party is entitled to prepare a statement of its position with respect to each area in dispute. When so prepared, the position statements, as signed by the chief negotiator of each party, shall be attached to the joint statement of the dispute.

b. If the parties are unable or unwilling to prepare such a joint statement, then each party may prepare its statement of the dispute and include a statement of its position, signed by that party's chief negotiator.

c. The parties shall thereupon request the Federal Mediation and Conciliation Service (FMCS) to provide a mediator, if one is available, in an effort to resolve the matter. The statements of the parties shall be submitted to the mediator.

d. If a negotiation impasse remains unresolved despite the efforts of the mediator provided as aforesaid, the matter may be referred to the Federal Services Impasses Panel (FSIP) in accordance with applicable regulations.

e. In the event that the parties are required to travel to the (FSIP) the union will designate one (1) negotiating team member to be paid travel and per diem.

#### **Article 28 - MEETINGS**

**Section 1.** Union and Management recognize the need to meet concerning the issues listed below relating to changes in past practice, policy, of the negotiated agreement which are critical to the welfare and well being of the bargaining unit and the Pittsburgh District:

a. Loss of bargaining unit positions through Contracting Out (when bargaining unit is affected by loss of Full Time Equivalent spaces (FTE's); or Most Efficient Organization (MEO) as relating to A-76 issues only), or elimination of functions and/or locations:

b. Working Conditions; and

c. Policies and/or Standard Operating Procedures.

For the purposes of this article, Working Conditions are defined as work schedules, leave, promotions, details, reassignments, discipline, safety, and pay [environmental, overtime, and pay systems].

**Section 2.** Type/Level of Meeting.

a. Divisional - Maintain current level of involvement (as per District Engineer decision on subject matter) or debriefing;

b. District Office - concerning health and welfare or continued employment [FTE's] of bargaining unit employees.

(1) Quality Council Level- bi-weekly staff meeting, Command Management Review [CMR] meeting, and Program Action Budget Committee [PBAC] meeting; attendance by Union President or designee;

c. All Other Levels - Division, Branch, Operations Managers (OM's);

(1) Advanced notice;

(2) Invite input on related subjects;

(3) Post-meeting discussions, as needed;

d. Lock Masters/Lake Resource Managers -

(1) Provide agenda in advance;

(2) Solicit Union President's input;

(3) Other Union representatives may be invited by management; and,

(4) Post-meeting discussion or debriefing on issues discussed.

e. Situational Meetings - Safety, Emergencies, and Discipline (providing employee's right to privacy is not breached and exclusive of "Weingarten Right" type meetings) - continue current level of involvement.

#### **Article 29 - LATERAL TRANSFER OF PERSONNEL**

**Section 1.** Both parties recognize Management's right to noncompetitively reassign personnel. However, under normal circumstances the following procedure will apply.

When Management foresees a vacancy opportunity at a location which could be filled by reassignment the following procedure will be used:

a. An informal solicitation of employees interested in reassignment will be conducted within the subject functional unit.

b. Employees in any position and/or grade may submit a request for reassignment from a seasonal position to full time position or vice versa resulting in a change of work schedule.

**Section 2.** All requests to fill any and all bargaining unit positions will be entertained, giving consideration to such factors as, qualification requirements of the position, skill balance of personnel at the losing and gaining installations, management needs, employee's reason for desiring transfer.

**Section 3.** All employees within the unit shall be given equal consideration for reassignment when requested. The Union and the Employer further agree that approval or disapproval of reassignment requests will not be used as a means to reward or penalize employees.

#### **Article 30 - PERFORMANCE EVALUATION**

**Section 1.** Union and Management recognize the importance of employee input in the development of accurate performance appraisals. Therefore, cooperation between employees and supervisors in understanding the process, in effectively communicating goals, and in achieving consensus with regard to the appraisal will be promoted by the parties. With regard to performance evaluation:

a. Supervisors use performance ratings of employees as a basis for adjusting base pay and determining performance awards, training, rewarding, reassigning, reducing in grade, reduction-in-force, retraining, and removing employees. This will be accomplished by utilizing the applicable Army performance evaluation system.

b. The Performance Evaluation System shall include, as a minimum:

(1) Initial Counseling - Supervisor and employee meet within thirty (30) days of the start of the performance appraisal period to prepare and/or discuss the Counseling Checklist/Record (Base System) of the Evaluation Report Support form (Senior System).

(2) Midpoint Counseling - Supervisor and employee meet at the midpoint of the appraisal period and discuss performance to that point and any improvements or adjustments that are necessary. When requested employees shall be advised either orally or in writing of how they can exceed published performance standards. Changes to the Checklist or Support Form deemed necessary shall be made and initialed. Copies of the standard shall be provided to the ratee.

(3) Final Evaluation Report - The rater will solicit the Ratee's input on accomplishments prior to preparing the rating not less than five (5) days prior to the end of the rating period. Raters of Bargaining Unit employees will advise the employee that a performance rating is due and request that they submit, in writing, accomplishments regarding their performance during the rating period. Employees shall be allowed a reasonable amount of duty time to prepare such information. Any written comments submitted by the employee shall be attached to the performance appraisal being submitted for review and approval. The Rater and the Senior Rating official shall initial the comments signifying that they have been considered in determining the rating. After the appraisal has been approved and discussed with the employee, the written comments shall be returned to the employee.

c. Preparing an Individual Development Plan (IDP) is an integral part of the annual performance evaluation process. Plans should include appropriate actions to assist employees to improve performance. The employee's most recent performance evaluation will be the indicator as to what training (on and/or off the job) is required.

d. Employees who receive Success Level 1 or Success Level 2 performance evaluation ratings may be considered for performance awards. When certain situations dictate that no award is forthcoming after a Success Level 1 rating, reasons will be given to the employee involved, in writing, if requested. In addition, those rated Success Level 3 may also be considered. Recommendations for such awards, however, are made at the discretion of the Supervisor. Under current law, only GS employees performing at Success Level 1 are eligible for Quality Step Increases (QSI's). Wage grade employees are ineligible to receive QSI's.

**Section 2.** At any time during the rating period, when an employee is performing at an Unsuccessful level (level 5), the employee shall be informed of his/her unacceptable performance, what action must be taken to improve performance to an acceptable level of competence (level 3 or above) and what assistance, if any, will be provided by the Employer to improve his/her performance. If information regarding performance which would result in an Unsuccessful performance appraisal is not communicated prior to the end of the rating cycle, the employee may request an extension of the appraisal period to demonstrate acceptable performance. Such extension will normally be granted. The employee will then be afforded a reasonable opportunity to demonstrate acceptable performance. If performance does not improve to level 4, the following procedures shall apply.

a. An employee whose reduction in grade or removal is proposed will be given a thirty (30) day advance written notice, subject to procedures established by law and regulation. The notice must include the specific instances of failure to meet the required performance standards which resulted in the Unsuccessful evaluation report on which the proposed action is based.

b. The employee will be given reasonable time, but not less than fourteen (14) calendar days to answer the advance notice orally and/or in writing.

c. A final decision to take an action under this Section shall not be effective until after the end of the advance written notice period. Employees will be advised of their appeal and representation rights.

**Section 3.** It is agreed that a reduction in grade, removal, or involuntary reassignment may be based on those instances of Unsuccessful performance by the employee which occurred anytime during the one (1) year period preceding the date of the advance written notice.

#### **Article 31 - MEMORANDUM OF UNDERSTANDING**

This agreement shall not be construed as canceling or superseding any Memorandum of Understanding entered into by and between the Employer and the Union before the effective date hereof insofar as the provisions of such Memorandum of Understanding are not inconsistent with any provisions of this agreement.

#### **Article 32 - REGULATION**

All regulations pertaining to employees will be available to the Union for review and consultation. Regulations are maintained by the Information Management Office (IM). Access to regulations will be available through the Intranet and or Internet at all installations.

#### **Article 33 - COMMERCIAL ACTIVITIES (CA) PROGRAM**

**Section 1.** When the District becomes involved in commercial activities studies under the provisions of OMB Circular A-76, (as revised March 1996), and/or in conjunction with the FAIR ACT of 1998, as amended, management agrees to:

a. Notify the Union in advance of the bargaining unit when an element of work performed by bargaining unit employees is approved by HQDA/HQUSACE for review. This notification will occur after confirmation is received from the Division Office and prior to official announcement to the District workforce. The District will provide the Union information which may be released as it becomes available.

b. Notify the Union prior to election of the direct to contract option for work currently performed by bargaining unit employees.

c. Involve the Union as a full partner in preparation of Performance Work Statements (PWS), Management Studies, Most Efficient Organization (MEO) plans, and Government Estimates (In House Bids).

**Section 2.** The employer agrees that the Union may have a representative present at all meetings conducted to inform affected bargaining unit employees of a final decision to contract out work performed by those employees. Such representation will be on official time.

**Section 3.** Management will make available to the Union information used for developing the CA Study after it has been cleared for public release.

**Section 4.** Contracts which are issued under provision of Circular A-76 will contain the right-of-first refusal clause. Management will inform both the Union and affected bargaining unit employees concerning solicitations which contain provision for the right-of-first refusal.

**Section 5.** When requested by the President or Vice-President of the Union, a management representative will brief Union officials concerning the status of the District's CA Program. All briefing will be conducted in the District Office and will be on official time.

**Section 6.** The Union agrees that matters which it desires to challenge regarding the application of the provisions of OMB Circular A-76 will be processed through the administrative appeals procedures provided by this circular.

**Section 7.** Any changes in the status of the excluded and exempt facilities, in relation to OMB Circular A-76, the Union will be notified.

#### **Article 34 - USE OF VIDEO SURVEILLANCE EQUIPMENT**

**Section 1.** The primary purpose of permanently installed video surveillance equipment is for internal Agency use only. The installation of this equipment is intended for but not limited to safety, security, operations and the monitoring of equipment and changing weather conditions.

**Section 2.** Each facility shall develop standard operating procedures (SOP) using the following as guidance:

- a. Specific areas covered by permanently installed camera's
- b. Mutual development by Management/Union
- c. Approval shall be at the Operations Manager or equivalent level.

#### **Article 35 - EFFECTIVE DATE AND DURATION OF AGREEMENT**

**Section 1.** This agreement shall become effective on the date of approval by the Department of Defense or on the thirty first (31st) day after signature by the District Engineer if approval or disapproval has not been made by the Department of Defense, and shall remain full force and effect for three (3) years from the effective date.

**Section 2.** Either party may give written notice to the other not more than one hundred five (105) nor less than sixty (60) days prior to the three (3) year expiration date, for the purpose of renegotiating this agreement. The terms of this agreement will remain in effect during the renegotiation of this agreement. When either party serves notice of intent to renegotiate in accordance with the terms of this section, the party will indicate what articles are to be renegotiated and will also indicate the subject matter of any new articles which will be proposed. The parties will meet within thirty (30) days of receipt of notice to renegotiate.

**Section 3.** If neither party serves notice to renegotiate this agreement, in accordance with Section 2 of this article, the agreement shall be automatically extended for a one (1) year period. The agreement shall, however, be brought into conformance with all existing compelling need and Government-wide regulations at that time.

#### **Article 36 - ENVIRONMENTAL DIFFERENTIAL-HAZARD PAY**

**Section 1.** The Employer shall have as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships and working conditions of an unusual nature. When management action does not or cannot overcome the unusual nature of the hazard, physical hardship or working condition, an environmental differential shall be authorized. Previously identified conditions are described in Appendix 1.

**Section 2.** When the Union believes that a work situation not previously identified qualifies for payment of a differential under the criteria of 5 CFR, Section 532, Subpt. E, Appendix A, it will notify the employer in writing prior to or within ten (10) days of the work occurring, of the title, location and nature of the hazard involved. The Employer and the Union will meet within thirty (30) calendar days to discuss the matter and the hazard will be documented and payment authorized. If the Employer determines that the situation does not warrant payment of the differential, the Union will be notified of such decision. Such notification will be in writing and will give specific reasons as to why the situation is considered not to meet the criteria of Appendix A. The Union may then raise the matter through the impasse procedures specified in this contract.

**Section 3.** When the Employer determines that a work situation previously subject to environmental differential should be excluded from coverage, it will notify the Union of the title, location and nature of the condition that would preclude payment of environmental differential. The Union may request negotiations to discuss the matter; such a request shall be made within thirty (30) calendar days of the initial notification. If agreement is not reached through negotiation, the services of FMCS and ultimately the FSIP will be utilized. Payment of environmental differential shall stop when management decides it is no longer warranted. In those instances where the Union is not in agreement, records shall be maintained for the employees involved. If the decision by FSIP is that such differential is warranted, payment will be processed.

## APPENDIX A

### ENVIRONMENTAL DIFFERENTIAL

Flood cleanup, sewer line repair, or similar tasks where employees are exposed to raw sewage or blood borne pathogens.

Appendix A, Part II, Category 6, Microorganisms High Degree of Hazard. **8%**

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Flood cleanup or high water recovery work where mud, sleet, and/or ice covers lock walls or dam walkways

Appendix A, Part I, Category 2.b. High Work **25%**

Part I, Category 9, Hazardous walking surfaces **25%**

Part I, Category 10, Missing Barriers, Gratings, or Safety Cables **25%**

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Any employees working or carrying equipment on terrain where they need to be tied off with ropes and harness to maintain stability.

Appendix A, Part I, Category 9, Exposure to hazardous weather or terrain **25%**

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Working on unstable buildings, bridges, etc. at less than 100 ft. footing is unsure or structure is unstable.

Working on any structure 100ft. or more.

Appendix A, Part I, Category 2, High Work **25%**

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Walking or working on lock walls or gates after safety cable has been removed for high water or winter operations

Appendix A, Part I, Category 2 b, High Work **25%**

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Work involves walking the bulkhead framework travel rail unaided to place shives and cables to assist in the proper placement of the framework and bulkheads.

Appendix A, Part I, Category 2b (1)(2)(3) High Work **25%**

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Work involving construction of a hanging scaffold, which is either constructed from a roof or face of a dam and the height, is at least 100 feet above the ground or water. The employees, who construct the scaffold at the stated height, as well as those working from the scaffold, are to receive payment as indicated.

Appendix A, Part I, Category 2a. High Work **25%**

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Work involves walking the bulkhead hoist rail support unaided for purpose of setting shives for cable assembly to move joist should motorized system for bulkhead hoist is inoperative.

Appendix A. Part I, Category 2b(l)(2)(3) High Work **25%**

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Work required to set hanging scaffold from the roof of a building. The individual who works to install the scaffold is assumed to work from a boatswain's chair or swinging stage to do so. Scaffold construction to reach valve stems recessed back under or away from the initial access opening are in same category.

## APPENDIX A

### Appendix A, Part I, Category 2b(l)(2) (3) High Work **25%**

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Sheet pile driving operation where employee positions piling for driving from the top of previous positioned piling having a length 15 feet and longer. Changing dam gate lifting chain links on jammed gate over flowing water.

### Appendix A, Part I, Category 2b(l)(2) (3) High Work **25%**

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Working at heights of 100 feet or more above the ground, deck, floor or roof, or from the bottom of a tank or pit on such open structures as towers, grinders, smokestacks and similar structures: (1) if the footing is unsure or the structure is unstable or (2) if safe scaffolding, enclosed ladders or other similar protective facilities are not adequate (for example, working from a swing stage, boatswain chair, or a similar support) or (3) if adverse conditions such as darkness, steady rain, high wind, icing, lighting or similar environmental factors render working at such heights hazardous.

### Appendix A, Part I, Category 15 Work at extreme heights **50%**

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Working with or in the close proximity to identified toxic chemicals (other than Tear Gas or similar irritating substance) in situations for which the nature of the work does not require the individual to be in as direct contact with, or exposure to, the more toxic agents as in the case with the work described under High hazard for this class of agents.

### Appendix A, Part II, Category 5a b, Poisons (Toxic Chemical) Low Degree Hazard **4%**

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Performing work in a reservoir control tower water level gage well, where dust accumulation or fumes from an epoxy placement cannot be effectively removed.

### Appendix A, Part II, Category 5a b, Poisons (Toxic Chemical) Low Degree Hazard **4%**

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Installing miter or quoin rubber seals of timbers on lock gates in the upright position if adequate railing cannot be installed on the side of the scaffolding facing the seal. To warrant payment, employees must be working at a level higher than 2 tiers of scaffolding in rainy or icy conditions; and must be positioning the rubber or timber from precarious positions on the scaffolding using jacks, ratchets, and/or hammers (this does not include the bolting process).

### Appendix A, Part I, Category 2b High Work **25%**

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Breaking concrete from quoin seal areas working from scaffolding if adequate railing can not be installed on the side of the scaffolding facing the quoin seal. To warrant payment, employees must be working at a level higher than 2 tiers of scaffolding and must be handling heavy and cumbersome busters weighing 30 lbs. or more.

### Appendix A, Part I, Category 2b High Work **25%**

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Working from a personnel cage, 25 feet or more above the surface, suspended from an approved crane.

### Appendix A, Part I, Category 2b, High Work **25%**

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Planning miter and quoin timbers with the lock gate in an up right position if adequate railing cannot be installed on the work platform or scaffolding and must be handling the large, cumber- some planner; and do to the nature of the work adequate railing cannot be installed.



## APPENDIX A

### Appendix A, Part I, Category 2b, High Work **25%**

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Heating and placing Babbitt in the confined space of a valve culvert when discomforting protection equipment must be worn to protect against spattering, fumes, and explosions when the molten metal contacts water in the culvert. This operation also involves heating the frame castings to over 150 degrees prior to placing the Babbitt.

### Appendix A, Part I, Category 7, Welding, Preheated Metals **4%**

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During flood conditions checking government property and reading gages where employees must walk on hazardous terrain or along railroad tracks.

### Appendix A, Part I, Category 9, Exposure to Hazardous Weather or Terrain **25%**

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Working on or from an unstable structure while changing gate lifting chains, or freeing jammed gates, over flowing water.

### Appendix A, Part I, Category 2b(2) High Work **25%**

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Bulkhead installation and removal, when operating the monorail hoist. Entering and exiting bulkhead monorail, or other related operations pertaining to bulkheads.

### Appendix A, Part I, Category 2b(2) High work **25%**

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Working in a confined space in tanks, pressure vessels, hull compartments of floating plant, and inside dam tainter gates wherein the employee is subjected to temperatures in excess of 110 F.

### Appendix A, Part I, Category 6, Hot Work **4%**

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Working in a horizontal position or nearly horizontal position while air arcing a pintle bushing out of a gate which is supported in the vertical position and the working clearance under the pintle casting is less than 3 feet.

### Appendix A, Part I, Category 18, Welding, Cutting, or Burning in Confined Space **6%**

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Working under or on an unstable obstacle in the river or at any Government structure regardless of weather conditions. Unstable conditions exists when they are dependent on circumstance beyond one's control, i.e. precarious situation.

### Appendix A, Part I, Category 2b(l) High Work **25%**

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Welding, Cutting, or burning within a confined space in the hull compartments of floating plant, tanks, pressure vessels, and inside dam tainter gates, which necessitates working in a horizontal or nearly horizontal position.

### Appendix A, Part I, Category 18, Welding, Cutting, or Burning in a confined space **6%**

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Breaking concrete from around upper framework in valve culverts using heavy and cumbersome busters \*; where the buster must be held in a horizontal to over head position to break concrete from the center frames, top half of the side frames and the top frame.

\* Weighing 30 lbs. or more

## APPENDIX A

### Appendix A, New Category, Physical Hardship **10%**

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Working from a scaffold, 2 tiers on higher, which is mounted on a floating work flat. Nature of the work is limited to concrete breaking, installing gate timbers, working on the emergency boat-lowering device. The work must be of a heavy nature; i.e. standing or painting from the scaffold does not qualify.

### Appendix A, Part I, Category 2b, High Work **25%**

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Working in an electrical storm where conditions are life threatening. Lighting strikes are in the immediate vicinity of the work site.

### Appendix A, Part I, Category 9, Exposure to Hazardous Weather or Terrains **25%**

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Employees who are cutting brush or trees while standing or walking on riprap stone protection around government structures.

### Appendix A, Part I, Category 9, Exposure to Hazardous Weather or Terrain **25%**

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Working on top of lock gates (at the gudgeon pin and strut pin areas) in a dewatered chamber or with the gate in an upright position on land or in a barge, when any of the following conditions occur: icing conditions resulting from freezing rain or freezing snow; wind speeds in excess of 35 m.p.h.; lightening; or the lack of adequate lightening.

### Appendix A, Part I, Category 2b, High Work **25%**

---

Buoys are placed 200 ft. upstream from normal locations when upper gage is 2 feet above normal. For each foot of rise they are placed an additional 200 ft. upstream. The same criteria are used for buoys placed downstream. Environmental differential shall be paid for placement and/or removal of buoys closer to the dam than indicated above.

### Appendix A, Part I, Category 14, Duty aboard surface crafts. **15%**

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Buoys are placed 200 ft. upstream from normal locations when gate opening equals 50 ft. Buoys are moved another 200 ft. upstream for each additional 10 feet of gate opening. Environmental differential shall be paid for placement and/or removal of buoys closer to the dam than indicated above.

### Appendix A, Part I, Category 14, Duty aboard Surface crafts. **15%**

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Working over edge of operation building during installation of new roof where no scaffolding or safety railing can be used shall entail payment of environmental differential.

### Appendix A, Part I, Category 2b High Work **25%**

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Painting roofs of dam machinery housings with roof in place, where no scaffolding or safety railing can be used shall entail payment of environmental differential. Painting sides of housings or dams where no walkway or scaffolding can be used shall entail payment of environmental differential.

### Appendix A, Part I, Category 2b, High Work **25%**

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Environmental differentials shall be paid for work in tunnels or gallery and turbine pits using buckets and hand tools to loosen hardened mud while being exposed to high pressure water spray.

### Appendix A, Part I, Category 4, Dirty work **4%**

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